

# EXHIBIT B

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF MISSOURI  
KANSAS CITY DIVISION**

**IAN POLLARD on behalf of himself  
and all others similarly situated**

**Plaintiffs**

**VERSUS**

**REMINGTON ARMS COMPANY, LLC.,  
SPORTING GOODS PROPERTIES, INC.  
and E.I. DU PONT NEMOURS AND  
COMPANY**

**Defendants**

**Case No. 4:13-cv-00086-ODS**

**AFFIDAVIT OF RICHARD L. DENNEY**

**STATE OF OKLAHOMA  
COUNTY OF CLEVELAND**


BEFORE ME, Notary Public, duly commissioned in the county and state aforesaid came  
and appeared:

**RICHARD L. DENNEY**

Who after been duly sworn did depose and say:

1. I have personal knowledge of the matters set forth in this Affidavit.
2. I have many years of experience handling rifles.
3. I am active in the Safari Club International and other hunting related organizations,  
and I attend meetings and other events in conjunction with these organizations.
4. I routinely read publications related to rifles and hunting.
5. I am regularly in contact with other rifle owners/hunters.
6. I am an attorney, with class action experience.
7. I own several Remington 700's.

8. Despite my involvement in hunting related organizations, my attendance at meetings and hunting related events, my frequent reading of hunting related materials, my experience as an attorney, and despite owning several Remington 700's, I was not aware of the Remington 700 class action settlement until I was questioned about it by Arthur Bryant who was seeking information about the settlement and notice issues, and in a similar timeframe received a notice from Remington, after inquiry by myself.
9. As a Remington 700 owner and as a person who has been and will be in the field with others carrying Remington 700's, I have grave concerns about the settlement and the notice which do not result in a repair/replacement of the triggers and an elimination of the hazards presented by the Remington 700 trigger.
10. As an attorney who has handled product liability claims for most of my career the notices and reminders I have seen from Remington do not convey the gravity of the risks, deny the defect, and otherwise allow any consumer who sees them to not be motivated to pursue correction of the defect.
11. I urge the court to deny approval of the settlement in order that issues with the settlement itself and with the notice and claims process can be addressed as set forth in the submissions by counsel for Lewis M. Frost and me as objectors.

  
Richard L. Denney

SWORN TO AND SUBSCRIBED BEFORE ME  
THIS 13th DAY OF JANUARY 2017

